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Notification of making, amendment or revocation of owners' corporation rules

Section 142 *Owners Corporation Act 2006*

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Lodged by	TONY HINZ & ASSOCIATES
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Address	P.O Box 487, Collins Street West, Vic 8007
Reference	Eureka Tower Owners' Corporation – 7 Riverside Quay, Southbank, Vic 3006 OC 5 ADDITIONAL RULES -CAR PARKING- 29 January 2020
Customer code	1956V TONY HINZ & ASSOCIATES
Owners corporation number	Owners Corporation 5 Plan No. PS437659C- Owners Corporation Manager- OC Pride Manager Registration No. 000726 Postal address: Antoinette Hall, Director - 65 Railway Crescent, Williamstown, Vic 3016 Contact No. M: 0421 85 305
Plan number	Plan No. PS437659C

Supplied with this notification is:

1. The consolidated copy of the rules of the owners' corporation currently in force.

2. If applicable, the special resolution passed on

29 January 2020

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

28 September 2020

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

Executed on behalf of PS47659C by

Signer Name ANTHONY HINZ



Signer Role

(Digitally signed) AUSTRALIAN LEGAL PRACTITIONER

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"I hereby certify these rules to be a true and correct copy of the rules made by the special resolution dated 29 January 2020

Signed: A. Hall

Antoinette Hall

Owners Corporation Manager, for and on behalf of PS 437659C"

**Owners Corporation (Body Corporate) 1 - 5 Combined
Plan No. PS437659C
ADDITIONAL RULES**

1. DEFINITIONS

In these rules:

- a) **"Act"** means the Subdivision Act 1988 (Vic);
- b) **"Building"** means the building constructed and being constructed on the Land and any part thereof, including but not limited to plaza, ground floor and related retail areas, summit area, rooftop, and including any fit-out created therein;
- c) **"Body Corporate Manager"** means the person for the time being appointed by the Body Corporate as the manager of the Body Corporate;
- d) **"Commercial lot"** means a lot intended to be used for commercial purposes and included in an area defined, or determined, by Eureka Tower Pty Ltd from time to time;
- e) **"Eureka Tower Pty Ltd"** means Eureka Tower Pty Ltd ACN 092 784 999 and includes its assigns, transferees or successors in title to the uncompleted portions of the Building and the mortgagees and charges thereof;
- f) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- g) **"Land"** means the whole of the land described in the Plan;
- h) **"Plan"** means plan of subdivision No. P.S. 437659C;
- i) **"Proprietor of a lot"** includes the owner of a lot and an occupier of that lot;
- j) **"Regulations"** means the Subdivision (Body Corporate) Regulations 2001;
- k) **"Resident Building Manager"** means the person appointed by the Body Corporate to be the resident building manager for the purposes detailed in these rules;
- l) **"Residential lot"** means a lot intended to be used for residential purposes and included in an area defined by Eureka Tower Pty Ltd from time to time; and
- m) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.
- n) Unless the context otherwise requires:
 - i. Headings are for convenience only;
 - ii. Words importing a gender include any gender;
 - iii. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Body Corporate and any Governmental Agency;

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- iv. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- v. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute;
- vi. a reference to a Body Corporate includes any elected committee of the Body Corporate; and
- vii. a reference to a thing includes part of that thing.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Body Corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the Body Corporate, a Proprietor of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that;

- a. Any support or shelter provided by that lot or the common property lot or any other lot or the common property is interfered with; or
- b. The structural and functional integrity of any part of the common property is impaired; or
- c. The passage or provision of services through the lot or the common property is interfered with.

3. BEHAVIOUR BY PROPRIETORS

- 3.1 A Proprietor of a lot must not wash any motor vehicle in a lot or on common property.
- 3.2 A Proprietor of a lot when on common property, or on any part of a lot so as to be visible from another lot or from common property, must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another lot or to any person lawfully using common property.
- 3.3 A Proprietor of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks or areas set aside for plant and storage within the common property, or such other parts of the common property as the Body Corporate or its Body Corporate Manager may designate from time to time.
- 3.4 A Proprietor of a lot must not and must not permit any persons under its control to play on any part of the common property or, being a child, unless accompanied by an adult, to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A Proprietor of a lot must not and must not permit any person under its control to use on the common property any skateboards, roller skate or roller blades.
- 3.6 A Proprietor of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the common property.
- 3.7 A Proprietor of a lot must not and must not permit persons under its control to consume alcohol on or take glassware onto the common property.
- 3.8 An Owner or Occupier of a Lot must not lease, sublease, license, rent, hire or otherwise deal with a Lot, or permit a Lot to be leased, subleased, licensed, rented, hired or otherwise dealt with, for any period less than 30 calendar days.

4. CLEANING AND REPAIR OF LOTS BALCONIES AND TERRACES

- 4.1 A Proprietor of a lot must keep that lot and any balcony or terrace used in conjunction with the lot clean and in good repair.

- 4.2 A Proprietor of a lot must ensure its car parking space(s) and nearby common property are free of oil and like substances. The Body Corporate reserves the right to clean any common property near a Proprietor's space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost. The Body Corporate will give fourteen days notice of its intention to do such cleaning.

5. DAMAGE TO COMMON PROPERTY

- 5.1 A Proprietor of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property otherwise than it permitted under Regulation 504.
- 5.2 A Proprietor of a lot must not breach the fire regulations by installing unapproved dead locks or peep holes on any lot or common property that would void the Body Corporate Insurance policy.

6. INTERFERENCE WITH COMMON PROPERTY SERVICES

- 6.1 A Proprietor of a lot must not, without the prior written consent of the Body Corporate, remove any article from the common property placed there by direction or authority of the Body Corporate and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A Proprietor of a lot must not interfere with, alter or modify any of the common services in the Building or the operation of any plant and equipment owned by the Body Corporate installed on the common property or in any of the lots.
- 6.3 A Proprietor of a lot must not modify any air conditioning, heating or ventilation system, or associated ducting, servicing that lot without the prior written consent of the Body Corporate.
- 6.4 A Proprietor of a lot must not install nor permit the installation of covering to any storage area or storage lot other than as permitted by the Body Corporate.
- 6.5 A Proprietor of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Body Corporate.
- 6.6 A Proprietor of a lot must not enter any plant room without the consent of the Body Corporate.
- 6.7 A Proprietor of a lot must not do any act or thing or allow any act or thing to be done to the lot or the common property that may in anyway damage or interfere with the use of cabling, line links head ends, wiring conduits, boxes, wall plates, splitters and ancillary equipment ("the electronic cabling") installed or to be installed by Eureka Tower Pty Ltd in the Building in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling remains the property of Eureka Tower Pty Ltd.
- 6.8 A Propriety of a lot must not do any act or thing to interfere with the fresh air supply, design and pressure equalization of the Building and shall not place any obstruction or permanent door seal to the base of any apartment entry door.
- 6.9 A Proprietor of a lot must not operate any barbeque or similar cooking appliance other than in an open, ventilated area or balcony otherwise solely in accordance with the directions issued by the Body Corporate Manager from time to time. In all circumstances the Proprietor of a lot must not operate any gas barbeque in any winter garden area of any apartment unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements relating to reticulated gas supply, sprinkler protection, exhaust ducting and flame failure shut-off valves. For the purposes of this rule, and without limiting the foregoing, under no circumstances shall a Proprietor of any lot operate a gas barbeque in a winter garden using a portable gas bottle.

7. SECURITY OF COMMON PROPERTY

A Proprietor of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

8. NOTIFICATION OF DEFECTS

A Proprietor of a lot must promptly notify the Body Corporate or the Body Corporate Manager on becoming aware of any damage to, or defect in, the common property or any personal property vested in the Body Corporate.

9. COMPENSATION TO BODY CORPORATE

The Proprietor of a lot shall compensate the Body Corporate in respect of any damage to the common property or personal property vested in the Body Corporate caused by that Proprietor or its respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

10.1 The Body Corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Body Corporate from fire or other hazards and without limitation may;

- a. Close off any part of the common property not required for access to a lot on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors of lots of any part of the common property;
- b. Permit, to the exclusion of Proprietors of lots, any designated part of the common property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and
- c. Restrict, by means of key or other security device, the access of the Proprietors of lots on one level of the Building to any other level of the Building.

10.2 A Proprietor of a lot must abide by any actions taken by the Body Corporate in accordance with rule 10.1.

11. SECURITY KEYS

11.1 The Body Corporate may charge a reasonable fee for any additional Security Key required by a Proprietor of a lot.

11.2 A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or license of a lot to the occupier to ensure the return of the Security Key to the Proprietor of the Body Corporate.

11.3. A Proprietor of a lot in possession of a Security Key must not, without written consent from the Body Corporate, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor of the Body Corporate.

11.4 A Proprietor of a lot must promptly notify the Body Corporate Manager if a Security Key Issued to it is lost or destroyed.

11.5 A Proprietor of a lot must keep the Resident Building Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key so that the Resident Building Manager may maintain a register of Security Key holders which is up to date at all times.

12. GARBAGE

12.1 A Proprietor of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

12.2 A Proprietor of a lot must dispose of garbage in the manner specified by the Body Corporate from time to time but otherwise:

- a. Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Body Corporate;

- b. Recyclable items, (without limitation, paper, cardboard and plastic) as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate;
- c. Cardboard boxes and packaging must be broken down, tied with string, and neatly packed in the garbage area; and
- d. All other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.

13. CONSENT OF BODY CORPORATE

A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions that the Proprietor of the lot to which the consent or approval relates is responsible for compliance with.

14. COMPLAINTS AND APPLICATIONS

Any complaint or application to the Body Corporate must be addressed in writing to the Body Corporate Manager, or where there is no Body Corporate Manager, the secretary of the Body Corporate.

15. VEHICLES ON COMMON PROPERTY

- 15.1 A Proprietor of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the common property and must reimburse the Body Corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.
- 15.2 A Proprietor of a lot must not permit a visitor to its lot to use other than those spaces allocated to its lot.
- 15.3 A Proprietor or Occupier of a lot has the right to request, in writing, that building management engage a towing company recommended by the Owners Corporation, to have an unauthorised vehicle removed from their private car parking space at the risk and cost of the vehicle owner.

16. STORAGE OF BICYCLES

A Proprietor of a lot must not:

- a. Permit any bicycle to be stored kept or left other than in a storage area or a storage cage within a carpark lot or part of the lot owned by the Proprietor of the lot or in the areas (if any) of the common property that may be designated by the Body Corporate or the Body Corporate Manager for such purpose from time to time; or
- b. Bring or permit any bicycle to be brought into a residential lot or a balcony; or
- c. Bring or permit any bicycle to be brought into the foyer, stairwells, hallways, garden areas, walkways or other parts of the common property except the basement and carpark levels.

17. INSURANCE PREMIUMS

A Proprietor of a lot must not, without the prior written consent of the Body Corporate, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Body Corporate.

18. FIRE CONTROL

The building is designed in compliance with the Building Code of Australia as amended by the provisions of the Fire Engineering Report. Details of the "Building Owners Responsibility" summary report are contained in the Apartment Owners Manual. Therefore:

- a. A Proprietor of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- b. A Proprietor of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its lot;

- c. A Proprietor of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary; and
- d. A Proprietor of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorized to carry out the required procedures including allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

19. SIGNS, BLINDS AND AWNINGS

- 19.1 A Proprietor of a lot must not, without the prior written consent of the Body Corporate, erect or affix any sign or notice to any part of the common property or within the lots so as to be visible from outside the lot unless approved by the Body Corporate
- 19.2 A Proprietor of a lot must not install or permit the installation of any window coverings other than timber or black venetians, roller blinds or such other window coverings permitted by the Body Corporate from time to time. Blinds should not be attached to the window framing under any circumstances.
- 19.3 A Proprietor of a lot must not install, or permit the installation of, any awnings other than as approved by the Body Corporate.
- 19.4 Nothing in this rule 19, prohibits the Proprietor of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:
 - a. Is for the purposes of identifying the business carried on from the lot and the hours of operation of the business;
 - b. Complies with the requirements of all relevant authorities;
 - c. Is in the immediate vicinity of the lot; and
 - d. Is approved in writing by the holder of a lease or licence from the Body Corporate or relating to the particular area of the common property.

20. APPEARANCE OF A LOT

Without limiting any other of these rules, a Proprietor of a lot must not:

- a. Without prior written consent of the Body Corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;
- b. Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Body Corporate;
- c. Operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
- d. Without the prior written consent of the Body Corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;
- e. Install or operate any intruder alarm which emits an audible signal;
- f. Place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
- g. Allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- h. Install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- i. Install any air conditioning unit in a lot other than in a place nominated by the Body Corporate; or

- j. Install any pipes, wiring, cables or the like to the external face of the Building.

21. PAINTING, FINISHING, ETC

A Proprietor of a lot must not paint, finish or otherwise alter the external façade of the Building.

22. CLOTHES DRYING AND APPEARANCE OF A LOT

A Proprietor of a lot must not place any washing, towel or other article on the common property or so as to be visible from the common property or from outside the Building without the written consent of the Body Corporate.

23. COMPLIANCE WITH RULES BY INVITEES

- 23.1 A Proprietor of a lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Building.

- 23.2 A Proprietor of a lot which is the subject of a lease or licence agreement must include in the lease or licence agreement an obligation of the lessee or licensee to observe these rules and must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

- 23.3 A Proprietor of a lot shall ensure that, in the event of such Proprietor holding a function or party involving ten (10) or more guests, such Proprietor shall engage security at the front entrance to greet, admit and escort any invitee or guest to the appropriate lift bank and to maintain security during the period of the function. The Proprietor of a lot shall also, in such event, give notice of such function to the Resident Building Manager and ensure that any security staff comply with the requests and directions of the Resident Building Manager from time to time and behave appropriately and courteously to all other members of the Body Corporate.

- 23.4 A Proprietor of a lot shall ensure that any selling or leasing agent engaged by such Proprietor shall not place any exhibit or advertising boards at the entry-way to the property, in common areas or on the footpath at the entry-ways. Any such selling or leasing agent shall be required at any inspection time to ensure the front entry is manned as well as the respective apartment floor level lobby with personnel suitably attired at all times during any open for inspection or auction and to ensure that all persons attending such open for inspection or auction are escorted from the entry to the appropriate lift bank and from the lift lobby of the respective floor level to the relevant property open for inspection or auction.

24. COMPLIANCE WITH LAWS

- 24.1 A Proprietor of a lot must at the Proprietor's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

25. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 25.1 A Proprietor of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Body Corporate to a third party.

- 25.2 A Proprietor of a lot must not interfere with or obstruct the Body Corporate Manager from performing its duties under any building management agreement entered into from time to time.

26. BUILDING WORKS

- 26.1 A Proprietor of a lot must not undertake any building works within or about or relating to a lot or on or to common property including without limiting the generality of the foregoing the removal of walls between lots or the installation of cages in storage areas or which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building except in accordance with the following requirements;

- a. such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Body Corporate Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;

- b. the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors; and
 - c. In the case of construction of a storage unit within a lot the works must comply with the standard storage unit details as approved by the Body Corporate.
- 26.2 The Proprietor of a lot must not proceed with any such works until the Proprietor:
 - a. Submits to the Body Corporate plans and specifications of any works proposed by the Proprietor;
 - b. Supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request, and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - c. Receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner engaged by the Body Corporate to consider such plans and specifications) of giving such consent including any additional costs incurred by the Body Corporate in respect of extra work required to be undertaken by the Body Corporate Manager and the legal costs relating to the preparation of a Building Works Agreement if the Body Corporate considers such an Agreement to be necessary are to be paid by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - d. Pays such reasonable costs to the Body Corporate.
- 26.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and foyer must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.
- 26.4 Without limiting the generality of the foregoing, the Proprietor of a lot must not use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays. Without limiting the generality of rule 26.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
 - a. Building materials must not be stacked or stored in the front side or rear of the Building;
 - b. Scaffolding must not be erected on the common property or the exterior of the Building;
 - c. Construction work must comply with all laws of the relevant Government Agencies;
 - d. The exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state;
 - e. Construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property; and
 - f. Hammer drills or jack hammers must not be used on weekends or public holidays or between the hours of 4pm to 9am on weekdays.
- 26.5 Before any of the Proprietor's works commence the Proprietor must:
 - a. Cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
 - b. Deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate.

- 26.6 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Body Corporate in the case of the common property.
- 26.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor fails to immediately do so the Body Corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Body Corporate against any cost or liabilities incurred by the Body Corporate in so making good the damage or dirtying.
- 27. SELLING AND LEASING**
- A Proprietor of a lot must not allow the erection of any for sale or for lease boards on the common property.
- 28. USE OF APPURTENANCES**
- The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor of the lot causing the damage or blockage.
- 29. INFECTIOUS DISEASE**
- In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the Proprietor of the lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Body Corporate Manager and shall pay to the Body Corporate the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
- 30. ACCESS TO LOTS**
- Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Body Corporate or the Body Corporate Manager and their servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot Proprietor in cases where such leakage or defect is due to any act or default of the lot Proprietor or its invitees). The Body Corporate and the Body Corporate Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the lot Proprietor as is reasonable in the circumstances.
- 31. PROPRIETORS MOVING FURNITURE AND OTHER ARTICLES**
- 31.1 Proprietors moving furniture and other articles likely to cause damage or obstructions through the common property must not:
- Do so without notifying the Resident Building Manager at least 48 hours prior to the proposed move and without receiving approval from the Resident Building Manager for the day and time of the proposed move;
 - Do so on a Sunday or a public holiday;
 - Do so on a Saturday without paying the fee set by the Body Corporate for the overtime attendance of the Resident Building Manager or other security personnel;
 - Permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Resident Building Manager;
 - Permit any furniture or other articles to be brought into or out of the Building other than via the goods hoist or goods lift or basement loading dock;
 - Permit any vehicles to restrict access to the car park;

- g. Permit any carriers to enter the Building other than via the loading dock;
 - h. Conduct operations so as to unduly restrict access to other Proprietors of a lot to the lifts or lobbies or restrict access to fire escapes;
 - i. Place any furniture or items in a lift other than that specified by the Resident Building Manager and, in any event, not until protective covers have been placed in the lift by the Resident Building Manager;
 - j. Permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door; or
 - k. Damage the common property.
- 31.2 Proprietors moving in or out of the Building will be liable to the Body Corporate for any damage caused to the Building in doing so. If any amount to be paid by the Proprietor of the lot moving in or out is not paid within 14 days of the date of moving (and that Proprietor of the lot is not the owner of the lot), then the Body Corporate may recover the amount owed from the owner of the lot.

32. NO TRADE OR BUSINESS IN RESIDENTIAL LOTS

The Proprietor of a residential lot must not use that lot or any part of the common property relating to residential lots for any trade business or profession nor permit others to do so unless;

- a. The person conducting the trade or business is a full time resident of the lot and only operates a home office with a maximum of one employee;
- b. The planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- c. Any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- d. The trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots or creating greater security risk.

33. COMMERCIAL LOTS

33.1 The Proprietor of a Commercial lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

- a. The planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- b. Any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- c. The trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots.

33.2 Without limiting any other rule, the Proprietor of any lot used as a restaurant, café or for other commercial purposes must (unless otherwise permitted by the Body Corporate);

- a. Take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- b. Avoid unnecessary noise when filling bins;
- c. Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- d. Ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- e. Store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property;
- f. Comply with all health, noise and other regulations in carrying on the business from the lot; and
- g. At all times maintain any common property licensed to it in good order and otherwise in accordance with the terms and conditions of any licence granted by the Body Corporate.

- 33.3 With the exception of the owner or occupier from time to time of the level 88 observation deck, other than with the consent of the owner and occupier of level 88 from time to time, no owner or occupier of a lot may use the lot for the purposes of a publicly-available observation deck.

34. WIND PRECAUTIONS

The Building is designed to withstand considerable wind velocity, but in order to ensure minimum effect or impact on the enjoyment of all lots and common property in times of high winds the following rules shall apply at all times.

34.1 A Proprietor of a lot must therefore:

- a. Ensure that all windows and terrace or balcony doors are firmly closed during periods of high wind;
- b. Ensure that no loose items are left on the balconies;
- c. Ensure that no window or terrace or balcony door shall be restrained or prevented from closing by any person or thing;
- d. Observe and comply with any electronic warning and ensure that, upon leaving the lot, no window or terrace or balcony door shall be left unclosed;
- e. Comply with wind management directions issued by the Body Corporate and to promptly comply with any specific direction or request from the Resident Building Manager from time to time relating to the closing of doors and windows; and
- f. Allow immediate or urgent access to its lot where the Resident Building Manager becomes aware (by electronic monitor or otherwise) that any door and/or window has been left open during high winds and that for reasons of precaution, the Resident Building Manager determines, acting reasonably, that the windows and doors left open should be closed.

35. SWIMMING POOL AREA

A Proprietor of a lot must observe the following rules in relation to use of the pool and the pool terrace area ("the swimming pool area") and ensure that any invitees of the Proprietor do not use the swimming pool area except in accordance with the following rules:

- 35.1 Children under the age of 16 must be supervised by an adult at all times in the swimming pool area.
- 35.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.
- 35.3 Alcohol and food are not permitted in the swimming pool area.
- 35.4 The swimming pool area is for use by residents and no more than two guests per lot at any one time, and guests must be accompanied by a resident at all times.
- 35.5 Smoking is not permitted in the swimming pool area.
- 35.6 For the hygiene of all users of the swimming pool all users must shower before entering the swimming pool.
- 35.7 Pool depth is 1.2 meters, jumping, diving, running, ball games, noisy or hazardous activities are not permitted in the swimming pool area.
- 35.8 Spitting is not permitted in the swimming pool area.
- 35.9 Hours of use are Monday to Sunday 6.00am to 10.00pm only.
- 35.10 All users of the swimming pool area must dry off before leaving the swimming pool area.
- 35.11 Footwear must be worn to and from the swimming pool area.
- 35.12 Appropriate attire must be worn in the swimming pool area at all times. Nude bathing is prohibited and females must wear a bathing top.
- 35.13 All users of the swimming pool area do so at their own risk.
- 35.14 Residents must ensure that their guests comply with these rules.

36. GYMNASIUM

A Proprietor of a lot must observe the following rules in relation to the use of the gymnasium.

- 36.1 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.
- 36.2 The gymnasium is for use by residents only.
- 36.3 Alcohol and food are not allowed in the gymnasium.
- 36.4 Smoking is not permitted in the gymnasium.
- 36.5 All users of the gymnasium must carry a towel at all times and wipe down equipment after use.
- 36.6 Hours of use are from 6.30am to 10.00pm only on weekdays and between 7.00am and 7.00pm only on weekends.
- 36.7 Suitable footwear must be worn to and from the gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times.
- 36.8 Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium.
- 36.9 All users of the gymnasium must turn off all lights and air conditioning when last to leave.
- 36.10 Users of the gymnasium must be professionally inducted on the equipment prior to using the gymnasium.
- 36.11 All users of the gymnasium do so at their own risk.
- 36.12 No music, other than that provided by the Body Corporate is allowed in the gymnasium.

37. GOODS LIFT

- 37.1 A Proprietor of a lot must not use the goods lift for general access or other than as a goods lift or in a manner for which the goods lift has not been designed or to move items which, by their weight or size, are not suitable for carriage by the goods lift, except by appointment with the Resident Building Manager and subject to the directions or instructions for such usage as determined by the Resident Building Manager upon application and subject to any conditions or restrictions that the Resident Building Manager may thereafter apply.
- 37.2 After use of the goods lift all rubbish and items must be removed and any damage immediately repaired. In the event the goods lift is left in an untidy or damaged state, the Body Corporate Manager may elect to clean and/or repair it and the cost of cleaning and/or repair will be payable by the user.

38. LOADING DOCK

- 38.1 A Proprietor of a lot must not use the loading dock for general access or other than as a loading dock, except by appointment with the Building Manager and subject to the directions or instructions for such usage as determined by the Building Manager upon application and subject to any conditions or restrictions that the Building Manager may thereafter apply.
- 38.2 After use of the loading dock all rubbish and items must be removed and any damage immediately repaired. In the event the loading dock is left in an untidy or damage state, the Body Corporate Manager may elect to clean and/or repair it and the cost of cleaning and/or repair will be payable by the user.

39. PICTURE BOX, BALCONIES AND OTHER PROJECTIONS

- 39.1 Subject to Rule 4.1 the Body Corporate is responsible for the repair and maintenance of the picture box, balconies and the other projections referred to in Registered Section 173 Agreement No AB748042G as if it were the Owner as defined in that Agreement and to comply with the other covenants of the Owners contained in that Agreement.
- 39.2 The Proprietor of a lot shall be responsible for any damage to persons or property caused by objects falling from balconies or other projections used in conjunction with the lot and shall keep the Body Corporate indemnified from and against all actions claims demands and proceedings in respect of any such damage.

40. STORAGE OF FLAMMABLE LIQUIDS

A Proprietor of a lot must not:

- a. Except with the written consent of the Body Corporate, use or store on the lot or the common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gasses or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. Do or permit anything which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate.

41. PETS AND ANIMALS

41.1 A Proprietor or occupier of a lot may keep an animal in their lot.

41.2 Should a Proprietor or occupier of a lot exercise Rule 41.1 above, if such animal causes a nuisance the Owners Corporation may give notice to remove the animal from a lot or the common property (or both). The Proprietor or occupier must remove the animal from a lot or the common property immediately upon receipt of the notice from the Owners Corporation Manager and/or Building Management.

41.3 A Proprietor or occupier of a lot who keeps an animal in their lot may allow the animal to access common property as a direct route to enter or exit the building provided the animal is under the control of a responsible adult, is not dirty, is on a lead or is carried in a cage.

41.4 Should a Proprietor or occupier of a lot exercise Rule 41.3 above, lingering with a pet on common property is not permitted.

41.5 A Proprietor or occupier of a lot must ensure any animal in their control does not urinate or defecate on the common property, including lifts and/or walk ways, and must clean up immediately any mess caused by their animal.

41.6 When entering an occupied lift with a pet, the Proprietor of the pet must first ask the occupants in the lift if they can enter the lift with their pet. In such instances, the Proprietor of the pet must wait for another lift if the occupants of that lift request they do not enter with their pet.

42. EUREKA TOWER PTY LTD

42.1 Notwithstanding anything to the contrary herein contained (but subject always to rule 42.4), so long as Eureka Tower Pty Ltd is a member or occupier and is an owner of a lot in any stage of the Plan, then these rules including in particular but not limited to rule 26 shall not in any way whatsoever apply to or be enforceable against Eureka Tower Pty Ltd where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Eureka Tower Pty Ltd, may be engaged in, or appoint qualified contractors for, and which it may need to carry out in order to complete construction of the Building and facilities comprised in the Plan in any stage. For the purposes of this rule 42, Eureka Tower Pty Ltd shall be entitled to programme the completion of any and all parts of the Building at its absolute discretion.

42.2 Eureka Tower Pty Ltd shall be, and is by this rule 42 authorised to:

- a. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the entire Building and development;
- b. Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the completion of the Building and development on such terms as it deems appropriate;
- c. Exclude any Proprietor of a lot and invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the completion of the Building and development;
- d. Erect 'for sale', promotional advertising or other signs as Eureka Tower Pty Ltd may require on any part of the Common Property;

- e. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Eureka Tower Pty Ltd thinks fit;
 - f. Use whatever rights of way and/or points of egress and ingress to the Land as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
 - g. Assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.
- 42.3 The Body Corporate will, within seven days of a written request by Eureka Tower Pty Ltd, sign whatever consents, authorities, permits or other such documents as may be required to enable Eureka Tower Pty Ltd to complete the Building and development.
- 42.4 Eureka Tower Pty Ltd, and any third party authorized by it under this rule 42, or any party to which it assigns all or part of the benefits of its rights under this rule 42, must not in exercising its rights and entitlements under this rule 42, restrict or limit the use of any lot.
- 43. BUILDING WORKS AGREEMENT**
- 43.1 All Proprietors of a lot acknowledge and accept that a building Works Agreement will be entered into between the Body Corporate and Eureka Tower Pty Ltd immediately following registration of the Plan to provide for the terms upon which Eureka Tower Pty Ltd shall be permitted without restriction to continue in the manner and time determined by Eureka Tower Pty Ltd with the works necessary to complete the Building (the Works). The Body Corporate will make a copy of the Building Works Agreement available for a Proprietor of a lot to peruse at the office of the Body Corporate Manager.
- 43.2 Each Proprietor of a lot acknowledges and accepts the obligations and entitlements created upon each Proprietor of a lot and the Body Corporate by the Building Works Agreements and that the Body Corporate is bound by it and further, each Proprietor of a lot agrees:
- a. To be bound by the provisions to the extent that Proprietors of lots are affected by it or intended to be affected by it;
 - b. Not object to or do anything to interfere with the Works; and
 - c. To allow Eureka Tower Pty Ltd access to the lot when reasonably required in relation to the Works.